



**American Psychiatric Institute for Research and Education
Practice Research Network
External Data Use Agreement**

This External Data Use Agreement (“DUA” or “Agreement”) is entered into this ____ day of _____, 20__, between the American Psychiatric Institute for Research and Education (APIRE) and the following investigator(s) (“Researcher(s)”):

at the following institution(s)

(Institution, city, state)

(Institution, city, state)

Background

APIRE, operating through its American Psychiatric Practice Research Network (PRN), has collected certain clinical and related data. These data are owned by APIRE. APIRE wishes to make these data available, subject to the terms of this DUA and the various policies and procedures incorporated by reference, on a non-exclusive basis to qualified researchers so as to enable the researchers to analyze the data promptly and disseminate their findings through appropriate scientific communications.

The Researchers have submitted a request in the form of an application to use a specific PRN data set for a purpose specified in the DUA application, a copy of which is attached and incorporated by reference.

The parties agree as follows:

1. Data Use

APIRE authorizes the Researchers, subject to the terms and conditions of this DUA, to the [Data Use Agreement Policy](#), and to the [Policies and Procedures for Scientific Communications](#), copies of which are attached and incorporated by reference, on a non-exclusive, non-assignable, term-limited basis, to use the data set specified in the attached DUA Application for the purposes set forth in that Application. If there is a conflict between any provision in this DUA and any provision in either of the attached policies, the provision in this DUA shall govern.

The Researchers agree to use the data only for the research purposes specified in the attached Application. Uses not expressly described in the Application are prohibited. Prohibited uses include, but are not limited to, any commercial use; translating; decoding; disassembly; creating derivative works; or any modification of the files.

2. Confidentiality

The Researchers agree to maintain the confidentiality of the data, including not releasing, and prohibiting others from releasing, any information that identifies persons, directly or indirectly. The PRN will omit from the data set all direct personal and institutional identifiers. Any effort to determine the identity, or to contact to question, verify or discuss reported data with any person or institution included in the database, is strictly prohibited and would violate the terms of this agreement. The identification of any institution or establishment may not be used for commercial or competitive purposes involving those establishments or to determine the rights, benefits, or privileges of establishments. No establishments may be identified directly or by inference in disseminated material. Any questions about the data must be referred to PRN staff only.

3. Non-Assignability

Neither this Agreement nor the use of the data may be assigned by the Researchers to other researchers without the prior written consent of APIRE. The Researchers further agree not to share, or allow others to share, the data with any person unless that person is directly supervised by one of the Researchers, or is an employee of the institution or entity that employs the Researcher and provides support services. The researchers agree to inform these others in the organization who use the data, as noted above, about the policies and procedures related to this data use agreement.

4. Limited Use

The Researchers agree not to use, or permit others to use, the data for commercial purposes or other purposes not specified in the written data request as described under the Data Use section above.

5. Acknowledgements

The Researchers agree to acknowledge in all communications that the source of the data is the American Psychiatric Institute for Research and Education, Practice Research Network, and to cite the specific study or data source used. An example of suggested language is appended to this Agreement.

6. Disclaimers

The Researchers agree to make no statements indicating or suggesting that interpretations drawn are those of the American Psychiatric Institute for Research and Education or the American Psychiatric Association.

7. Documentation

The Researchers agree to provide APIRE with an electronic copy of any publication or other scientific communication that reports analyses and findings from data subject to this Agreement. For publications in scientific journals, the Researchers agree to provide an electronic copy of the published paper in pdf format within 3 months of the publication date.

8. Incorporation of Policies and Procedures

The Researchers agree to adhere to and comply with APIRE policies and procedures described above, attached hereto, and incorporated by reference.

9. No Warranty

APIRE makes no representations or guarantees regarding the files and/or the data they provide. They are provided “as is” without warranty of any kind. The entire risk as to the quality and performance of the data is assumed by the Researcher. The Researcher agrees that he or she will not hold, or attempt to hold, APIRE responsible for any damages, including any incidental or consequential damages arising from the use of, or inability to access the requested data files.

10. Term of Agreement and Termination

The term of this Agreement and hence, the authorization to use the data, is the shorter of three years from the date indicated in the first paragraph of this Agreement or upon written notice of termination by the parties. APIRE may terminate this Agreement at any time for any reason by providing formal written notice, on letterhead, to the Researchers as a group, or to any one of them. Correspondingly, the Researchers as a group, or any one of them, may, at any time, terminate this Agreement by providing the APIRE designee with formal written notice, on letterhead, of such termination.

At the time of termination, by either party, whether at the end of the three-year period or prior thereto, the Researchers agree to destroy immediately the data files and provide documentation of such destruction to APIRE. The user’s obligations and responsibilities under this Agreement survive any such termination.

11. Breach

The parties recognize that the benefits bestowed by APIRE on the Researchers through this Agreement are difficult, if not impossible to evaluate, and further that for breach of this agreement there is no adequate remedy at law. Accordingly, the Researchers recognize that APIRE may enforce this Agreement by seeking equitable relief. In such event, APIRE shall be entitled to recover reasonable attorney fees and costs associated with any action to enforce this Agreement.

12. Indemnification

The Researchers agree to indemnify APIRE against all losses, costs or damages, including attorneys fees, incurred by APIRE to defend any action brought against it or its employees or officers related in any to the alleged use or misuse by the Researchers or any one of them of the data made available to them under this Agreement.

13. Notices

The primary mode of communication and document transfer shall be electronic, preferably via e-mail. Any hard copies of notices and documents required under this Agreement shall be sent by overnight, private delivery to the following individuals at the following addresses:

APIRE Designee:

Director, PRN
APIRE
1000 Wilson Boulevard
Suite 1825
Arlington, VA 22209

Data User Designee:

14. Governing Law

This Agreement and any dispute arising under it or related to it shall be governed by the laws of the Commonwealth of Virginia.

APIRE reserves the right to modify any policy set forth herein at any time.

The Researcher signature(s) below indicate(s) agreement to comply with all of the terms, conditions and requirements above and to secure the compliance of his/her organizations with such terms and conditions. Any other use of the data is not approved.

Data source(s) covered by this agreement: _____

Signed _____ Date: _____

Printed Name: _____

Title: _____

Organization: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Approved By:

PRN Director

_____ Date _____